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INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 11 1989

RUTGERS UNIVERSITY

NEGOTIATED AGREEMENT

BETWEEN

LOGAN TOWNSHIP BOARD OF EDUCATION

AND

LOGAN TOWNSHIP TEACHERS ASSOCIATION

1988-91

X July 1, 1991 June 20, 1991

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for all certified personnel, under contract, including:

Certified teachers including but not limited to:

Kindergarten to Eighth, Speech Education, School Librarian, Reading Specialist, Math Specialist, Nurse, Art, Music, Physical Education, Supplemental Teacher(s), and Gifted and Talented Teacher(s).

but excluding:

Superintendent, Principal, Secretaries, Custodians, Cafeteria Personnel, Clerk(s), and all others not referred to above.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined, and references to male teachers shall include female teachers.
- C. Note: Teachers working less than full-time shall receive pro-rata benefits (except health insurance shall pertain to teachers working more than twenty (20) hours per week on a regular basis).

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. No later than November 1, 1991, consistent with Chapter 123 P.L. of N.J. 1974 the Board agrees to initiate with the Association over a Successor Agreement in accordance with the procedure set forth herein, in good faith effort on both sides to reach continuing agreement on salary and conditions of teachers employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.
- B. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants.

2. Level I - Principal

- a. A teacher with a grievance shall first discuss it verbally with his principal either directly or through the Association's designated representative, within fifteen (15) school days of the occurrence, with the objective of resolving the matter informally.
- b. If, after consultation with the Principal, a satisfactory solution has not been reached within five (5) school days, a written formal grievance may be filed with the Principal. If such written formal grievance is not filed within ten (10) school days after the initial discussion in a., the grievance shall be considered to be waived.

3. Level II - Superintendent

If the aggrieved is not satisfied with the disposition of his grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the written grievance, he may, within ten (10) school days, file the grievance with the Superintendent.

The Superintendent or his designee shall give the aggrieved an answer in writing, no later than five (5) school days after receipt of written grievance. The decision shall be announced to the parties concerned.

4. Level III - Board of Education

- a. If the grievant is not satisfied with the disposition of his written grievance in Level II, or if no decision has been rendered within five (5) school days after presentation of the written grievance, he may file the grievance in writing to the Board of Education.
- b. The Board, or its designated committee, shall schedule a grievance hearing with the grievant within twenty (20) school days of the receipt of the grievance. The Board shall render a decision within five (5) school days.

- (3) The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision no later than twenty (20) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether specific Articles and sections of this Agreement have been violated and shall be subject to in all cases, the rights, responsibilities and authority of the parties under the New Jersey School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion under law and this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- (4) The costs for the services of an arbitrator: per diem expenses, if any, actual and necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by both parties. Any other expenses incurred shall be paid by the party incurring the same.

d. Record Keeping

All records dealing with the processing of a grievance shall be retained in a separate file in the office of the Superintendent. They shall be held in strict confidence and protection to the individual employee and in respect to the right of privacy.

- e. It shall be the general practice to process grievance procedures during time which does not interfere with assigned duties, provided however, in the event it is agreed by the Board to hold proceedings during the school day, a person participating on any level of the procedure with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE IV

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedules "A", "B", and "C" which are attached hereto and made a part hereof.
- B. 1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. When pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
3. Upon written request, a teacher may have ten percent (10%) of his monthly salary deducted from his net pay. These funds shall be deposited in the account known as Logan Township Board of Education Agency Account. Withdrawals from this account shall be made by individual checks payable to the order of the employee for the amount withheld from his salary during the school year. This payment shall be made to the teacher or his estate in two (2) equal payments: July 15 and August 15th. Request forms are attached hereto as Appendix "B".

C. CREDIT UNION

A jointly determined credit union shall be established by the Board and Association with the following provisions:

- (1) Each teacher wishing to participate must enroll within the first five (5) working days of September.
- (2) Thereafter, any such participant may withdraw or revise the amount to be deducted within the first five (5) working days of January only, provided such written notice is given to the Board Secretary prior to such date.
- (3) Teachers employed after September 1st may enroll within thirty (30) days of commencing employment.
- (4) The Board shall have no responsibility or liability after transferring the authorized funds.

D. TAX SHELTERED ANNUITY

A jointly determined tax sheltered annuity shall be established by the Board and Association with the following provisions:

1. Each employee wishing to participate must enroll or make changes within first five (5) working days of September.

3. A maximum of one (1) day in the event of death of a relative or close friend.
 4. Upon return to work, the teacher shall submit a teacher Absence Report as per Appendix C.
- B. Teachers shall be entitled to a maximum of three (3) personal days with a minimum of three days notification to the Principal for personal business or as soon as possible in the event of an emergency. All unused personal days shall be accumulated as sick leave the following year.

ARTICLE VII

INSURANCE PROTECTION

A. Medical

1. The Board shall provide a health-care insurance protection plan for all teachers, which shall include the program prescribed by New Jersey Public Employees State Health Plan. (1420 series).
2. The Board shall pay the full individual coverage plus full dependent coverage with just compensation to teachers not participating in the plan. (\$200.00 - cash paid to non-participants).
3. The Board of Education shall also provide full individual and full family coverage for the following:
 - a. Blue Cross Prescription Plan - Co-Pay - \$1.00
 - b. Delta Dental Plan of New Jersey, Inc. Plan III

B. Income Protection

The Board agrees to provide one hundred percent (100%) of the individual cost of Washington National Insurance. This payment shall be based on Plan I, Class B.

ARTICLE VIII

UNPAID EXTENDED LEAVES OF ABSENCE

A. Outside Teaching

A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year for personal, religious, community service, or for any other absence of good reason granted by the board.

ARTICLE IX
SABBATICAL LEAVE

A. Purpose:

A sabbatical leave may be granted to a teacher by the Board for study including study in another area of specialization.

B. Conditions:

1. Number of Teachers:

A sabbatical leave shall be granted to a maximum of one (1) teacher per year.

2. Requests:

Requests for sabbatical leave must be received by the Superintendent in writing in such form as established by the Board and Administration. Requests must be submitted no later than December 1 of the school year preceding the school year for which the sabbatical leave is requested and action must be taken on all such requests no later than January 1.

3. Time Qualifications:

- a. A teacher must have completed seven (7) full school years of service in the Logan Township School District.
- b. Seven (7) full teaching years must have passed since a prior sabbatical leave in order for a teacher to become eligible for a second sabbatical leave.
- c. Before any teacher becomes entitled to a second sabbatical leave, eligible teachers who have never received sabbatical will be given preference.
- d. All programs of study must be approved by the Board and Administration before any sabbatical leave is granted and all degree requirements must have been completed within the sabbatical leave.
- e. A staff member granted a sabbatical must return to Logan Township School District for a minimum of one (1) year after completion of his sabbatical leave.

ARTICLE XI

NON-TEACHING DUTIES

- A. Teacher participation in curricular/extracurricular activities which can extend beyond the regularly scheduled school day shall be compensated at the following rates:

Extended Field trips (3 hours or more beyond school day) \$25.00
per teacher

Detention \$ 15.00 per hour

Home Instruction \$ 15.00 per hour

Area Co-ordinator of Language Arts (1)	350.00 per year	} plus one period per week release time
Area Co-ordinator of Math (1)	350.00 per year	
Area Co-ordinator of Reading (1)	350.00 per year	
Area Co-ordinator of Science (1)	350.00 per year	
Area Co-ordinator of Social Studies (1)	350.00 per year	
Special Area Co-ordinator (1)	350.00 per year	
Writing Co-ordinator (1)	350.00 per year	
Assembly Co-ordinator (2)	350.00 per year	
Bus Co-ordinator (2)	350.00 per year	
8th Grade Advisor	350.00 per year	
Intramural Sports Coach (2)	350.00 per year	
Newsletter	350.00 per year	
Student Council Advisor	350.00 per year	
Drama Advisor	350.00 per year	
Teacher-In-Charge (2)	350.00 per year	

- B. Payments for above shall be issued as independent check in December and June.

2. IN-SERVICE SEMINARS/WORKSHOPS:

- a. All in-service seminars/workshops must receive prior written approval of the Superintendent on the form provided.
- b. Payment for the cost of in-service seminars/workshops will be made by the Board office prior to the teacher's attendance and will therefore not necessitate reimbursement procedures.
- c. Fees for approved in-service seminars and or workshops including the costs of required materials for the seminar or workshop and the cost of the daily substitute teacher will be included in the total amount allowable.

ARTICLE XIII

TEACHER WORK YEAR

- A. The Board shall have the right to annually establish and adopt the school calendar for the following year.
- B. The views of the Association regarding the calendar shall be considered through consultation with the Superintendent. To facilitate this process, the Association shall submit thier recommendation and views, in writing, to the Superintendent no later than February 1 of each year.
- C. Teacher Work Year shall be as follows:

1988-89 - 183 days
1989-90 - 183 days
1990-91 - 183 days

Content of In-Service days will be determined by a committee consisting of (3) Board members, Superintendent, Principals, Association President, and two school representatives. An annual meeting will be held in May to explore topics for the following school year. Topic determination will be made at a committee meeting held no later than August 31.

Suggested Regional in-service topics will be discussed and agreed upon by the aforementioned committee at a meeting to be held no later than October 1. Logan's list of preferred in-service topics will be presented to the Regional Superintendent's In-service Committee which will determine topics considered to be in the best interest of all districts involved, subject to presenter availability.

- C. The Board shall provide substitutes for all regular class teachers, Art, Music and Physical Education teachers; School Nurse, and Librarian.
- D. Determination concerning this Article shall be at the sole discretion of the Board of Education.

ARTICLE XVII

NOTIFICATION OF VACANCIES

- A. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in the school building a list of known vacancies which shall occur during the following school year. Written notice shall be posted in the school announcing any additional vacancies as they occur and a copy shall be forwarded to the President of the Association.
- B. Teachers may apply for any vacancies. Final determination regarding selection and placement will be by the Superintendent and approved by the Board.
- C. The Board agrees to post by the last day of school except for emergencies or creation of new positions to be posted by August 1.
- D. Openings for summer positions shall be posted no later than the last day of school.

4. Whenever any teacher is required to appear before the Superintendent, Board, or any committee concerning termination of employment or salary, then he shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association or its affiliates to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay until the Board renders its final decision.

B. Board's Rights

1. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
2. To establish a reporting system and courses for instruction including special programs and to provide for athletic, recreational, and social events for the students all as deemed necessary or advisable by the Board.
3. To decide upon the means and methods of instruction and be responsible for the purchase of textbooks and other teaching materials and the use of teaching aides of every kind and nature as deemed necessary by the Board.
4. Nothing contained herein shall be considered to deny or restrict the Board of its right, responsibilities and authority under New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
5. If any provision of this Agreement or any application of this Agreement or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law.
6. Nothing in this Agreement which changes preexisting Board Policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that teachers shall continue to serve under the direction of the Chief School Officer and in accordance with Board and Administrative Policies, Rules, and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991 with all Articles closed.

In witness whereof the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its Corporate Seal to be placed thereon, all on this day and year.

Marie E. Corey
Association President

Pauline M. Tighe
Association Secretary

Ann J. Otten
Board President

Elizabeth J. Allwood
Board Secretary

Entered into this 8th day of September, 1988.

SALARY GUIDE

1988-89

	<u>Step</u>	<u>B.A.</u>	<u>B.A. +30</u>	<u>M.A.</u>	<u>M.A. +30</u>
1	A	20,700	21,200	21,700	22,200
2	B	21,200	21,700	22,200	22,700
3/4	C	21,800	22,300	22,800	23,300
5/6	D	22,400	22,900	23,400	23,900
7	E	23,000	23,500	24,000	24,500
8	F	23,600	24,100	24,600	25,100
9	G	24,200	24,700	25,200	25,700
10	H	24,850	25,350	25,850	26,350
11	I	25,550	26,050	26,550	27,050
12	J	26,350	26,850	27,350	27,850
13	K	27,200	27,700	28,200	28,700
14	L	28,050	28,550	29,050	29,550
15	M	28,900	29,400	29,900	30,400
16	N	29,800	30,300	30,800	31,300
17	O	30,700	31,200	31,700	32,200
18	P	31,600	32,100	32,600	33,100
19	Q	32,500	33,000	33,500	34,000
20	R	33,400	33,900	34,400	34,900

SALARY GUIDE

1989-90

<u>Entry</u> <u>YR</u>	<u>Step</u>	<u>B.A.</u>	<u>B.A. +30</u>	<u>M.A.</u>	<u>M.A. +30</u>
1	A	21,910	22,410	22,910	23,410
2	B	22,410	22,910	23,410	23,910
3	C	22,950	23,450	23,950	24,450
4-5	D	23,600	24,100	24,600	25,100
6-7	E	24,250	24,750	25,250	25,750
8	F	24,900	25,400	25,900	26,400
9	G	25,550	26,050	26,550	27,050
10	H	26,200	26,700	27,200	27,700
11	I	26,900	27,400	27,900	28,400
12	J	27,660	28,160	28,660	29,160
13	K	28,520	29,020	29,520	30,020
14	L	29,440	29,940	30,440	30,940
15	M	30,360	30,860	31,360	31,860
16	N	31,280	31,780	32,280	32,780
17	O	32,260	32,760	33,260	33,760
18	P	33,230	33,730	34,230	34,730
19	Q	34,210	34,710	35,210	35,710
20	R	35,180	35,680	36,180	36,680

\$ 975 additional for those who were at Step R in the 1988-89 school year

LOGAN TOWNSHIP PUBLIC SCHOOL

GRIEVANCE FORM

Name of Aggrieved _____ Date _____

Article and Section of Agreement Violated: _____

Date Grievance Occurred: _____

Level I - Step A - An employee shall first discuss the grievance with the Principal directly, with the objective of solving the matter informally.

Informal conference held: _____ (Date)

Level I - Step B - Subject of Grievance (Explain fully)

Relief sought: _____

Submitted for Level I - Step B: _____ (Date)

Signature of Aggrieved _____

Decision Rendered: _____

Signature of Principal

Date

Level II - On reverse side

Level III - On reverse side

Level IV - On reverse side

APPENDIX B

SUMMER PAYMENT PLAN

I hereby request participation in the Logan Township Board of Education Summer Payment Plan.

I understand ten percent (10%) of my monthly net pay will be desposited in the Logan Township Board of Education Agency Account. Payment of these funds will be by individual check for one-half ($\frac{1}{2}$) the amount withheld on July 15th and the balance will be paid August 15th immediately following the school year withheld.

signature

Checks to be mailed to address below:

Name: _____

Address: _____
street

town

state

Zip Code

DATE:

TEACHER ABSENCE

Name _____

Signature

Date(s) of Absence _____

Reason for Absence (check one)

_____ Sick Leave

_____ Death in immediate family, each occurrence

_____ Serious Illness in immediate family

_____ Death of relative or close friend

_____ Personal Leave with notification

(If Personal Leave is of Emergency nature explain):

(This form will be available in office on printed card)